

Section A - Solicitation/Contract Form

INSTRUCTIONS

The U.S. Army Corps of Engineers- Chicago District is soliciting quotes for Phase I Archaeological Survey: Efroymsen Ecosystem Restoration Project, Near Enos, Newton County, Indiana.

Award will be made to the Lowest Priced Technically Acceptable Proposal.

Your firm must be registered in the Central Contractor Registration (CCR), (visit www.ccr.gov and follow the instructions therein) to be given consideration for an award.

The provisions of the U.S. Department of Labor Wage Determination No. 94-2191Rev (19) dated 09/02/2003, attached hereto, applies to this procurement.

CONTRACTUAL POINT OF CONTACT:

Linda Zamarocy
U.S. ARMY CORPS OF ENGINEERS
111 North Canal Street, Suite 600
Chicago, Illinois 60606

Telephone Number: 312-846-5374

Method of submission:

The attached Representations and Certifications (see section K) should also be completed and submitted along with your firm's quote no later than 8 Jan 2004.

Please mail your quotes to:

Attn: Linda Zamarocy
U.S. ARMY CORPS OF ENGINEERS
111 North Canal Street, Suite 600
Chicago, Illinois 60606

Be sure to mark your proposal with the solicitation number: W912P6-04-Q-0001.

TECHNICAL POINT OF CONTACT

Keith Ryder
U.S. ARMY CORPS OF ENGINEERS
111 North Canal Street, Suite 600
Chicago, Illinois 60606
Telephone Number: 312-846-5587

2 Maps are enclosed with this solicitation.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Principal Investigator (Archaeologist) FFP PURCHASE REQUEST NUMBER: W81G66-3274-0628		Hours		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Assistant Principal Investigator FFP (Archaeologist)		Hours		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Archaeologist FFP Lithic/Ceramic Analysis		Hours		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Excavator/Surveyor FFP (Archaeological Technician)		Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Lab Technician FFP Archaeological Technician		Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Draftsman FFP		Hours		

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Typist FFP		Hours		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Photographer FFP		Hours		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Reproduction/Mailing (Report) FFP		Lump Sum		
					<hr/>
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Travel FFP May Not Exceed Federal Joint Travel Regulations		Lump Sum		
					<hr/>
				NET AMT	

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Per Diem FFP May Not Exceed Federal Joint Travel Regulations		Lump Sum		
					<hr/>
				NET AMT	

FOB: Destination

Section C - Descriptions and Specifications

SCOPE OF WORK

**SCOPE OF WORK FOR
PHASE I ARCHAEOLOGICAL SURVEY:
EFROYMSON ECOSYSTEM RESTORATION PROJECT,
NEAR ENOS, NEWTON COUNTY, INDIANA
20 October 2003**

I OBJECTIVE

1.1. The objective of this scope is to determine whether archaeological properties would be affected by ecosystem restoration measures proposed as part of the Efroymsen Section 206 project, on land owned by The Nature Conservancy near Enos, Newton County, Indiana.

1.2. This scope requires the Contractor to conduct Phase I archaeological survey on about 505 acres to determine whether archaeological properties exist at the project area; to determine whether Phase II testing is needed; to assess impacts of proposed ecosystem restoration measures; to analyze and photograph material collected; and to submit a report for Indiana SHPO review. Portions of the project area are vegetated (in pasture, woods, or crops), and may require shovel testing. Material collected shall be delivered by the Contractor to the Glenn Black Laboratory of Archaeology (at Bloomington, IN) for curation.

II PROJECT AREA

2.1. Construction Zone - The proposed project would involve burning, planting, breaking drainage tiles, and blocking drainage ditches to restore wetlands in the former Beaver Lake. The seven project units (shown on maps attached to this scope) lie on either side of Rt. 41 north of Enos, Newton County, Indiana, and cover about 1510 acres; the units contain no standing structures. The seven units lie in sections 1, 3, 4, 9, and 11-14, T30N R9W; they are shown on the Enos 7.5' USGS topographic quadrangle map. The project units include the generally sandy bed of former Beaver Lake, and several sandy knolls or former islands; different parts of the project units are in pasture, row crops (corn or soybeans), or woods. Within the seven units, about 505 acres have high potential for archaeological sites, according to Indiana SHPO staff (see attached letter dated 3 October 2003).

2.2 High Potential Areas - Areas having a high potential for containing archaeological sites lie at elevations of 670' or higher, or contain certain soil types (see maps attached to this scope); the "high potential" soil types (identified by Indiana SHPO staff) are Brems, Morocco, Oakville, Tedrow, Watseka, and Zaborsky. Within the seven project units, about 505 acres are "high potential", and thus require archaeological survey.

2.3 Beaver Lake - Before 1871 Beaver Lake covered between 14,000 and 25,000 acres; water level was probably between 665 MSL and 670 MSL elevation; lake included portions of sections 1-24 in T30N R9W; sections 33-35 in T31 R9W; and sections 7, 18, and 19 in T30N R8W. In 1853 a ditch (Beaver Lake Ditch) was cut from the northwest corner of the lake to the Kankakee River, partially draining the lake and causing the shoreline to recede about 100 yards. Local farmers drained Beaver Lake completely between 1871 and 1876. Beaver Lake probably disappeared altogether sometime between 1909 and 1929, when the Kankakee River north and west of Beaver Lake was channelized. Much of the former bed of Beaver Lake is now owned by The Nature Conservancy.

2.4 Bogus Island - In 1838 this was an island in the center of Beaver Lake, in sections 15, 16, and 19, T30 N R9W (Enos 7.5' map). Bogus Island was used by members of an interstate gang of counterfeiters and horse thieves from about 1837 through 1858, and by local hunters and hay cutters into the 20th century; site is now owned by The Nature Conservancy. The eastern half of Bogus Island was graded away (probably sometime between 1920 and 1940) during construction of Rt. 41.

2.5 Aboriginal Occupation - Significant aboriginal occupation sites are likely to occur on upland peninsulas, sand ridges, and former islands in and around Beaver Lake. Within the project area, unit 3.1 contains two known sites (12-N-218 and -219). Within the Beaver Lake area, any knolls or uplands (however low) and any areas higher than 670' MSL have a high probability of containing unrecorded archaeological sites.

2.6 Early Euro-American Occupation - In southern Newton County, Anglo-American farmers from Ross County, Ohio settled along Beaver Creek and the Iroquois River near present Brook in 1830-1831; during the 1832 Black Hawk War many whites left their farms and retreated south of the Wabash River. The Potawatomi left Newton County in 1837-1838. White farmers arriving after 1840 were generally from New England, PA, NY, OH, Canada, the British Isles, Germany, Holland, and Scandinavia, with a few families of "Hoosiers" from south and central Indiana. Remains of post-1833 Euro-American farmsteads, hunting camps, resorts, charcoal pits, or sawmills are likely to occur on upland peninsulas and former islands throughout the former Kankakee Marsh and at former Beaver Lake.

2.7 Conrad - Conrad was a railroad town (platted in 1908, active 1890-1925) established to serve beef-cattle ranches. The town stood about ¾ miles north of the old shoreline of Beaver Lake, along the railroad just east of Rt. 41. In 1910 Conrad contained a post office, general store, depot, stockyards (for 5000 cattle), concrete block plant, railroad sidings, church, school, workers' cottages, and a ranch house with outbuildings ("Oak Dene Farms", home of founder and rancher Jennie Conrad); most of the buildings were gone by 1930; a few concrete foundations remain. The town site is owned by The Nature Conservancy.

III RESPONSIBILITIES

3.1. The Contractor shall appoint a coordinator to work with the Chicago District archaeologist; coordinator shall supply weekly telephone status reports, the first within one week of the notice to proceed; status reports shall summarize time spent on various tasks. The Contractor shall be responsible for:

- a) transportation;
- b) plowing, walking, surface collection, shovel testing;
- c) obtaining supplies, equipment, tractor and operator, work space, and lodging;
- d) mapping and map preparation;
- e) informing Chicago District of scheduling, progress, and delays;
- f) washing, labeling, boxing, photographing, and delivering material to curation facility;
- g) payment of all fees for curation;
- h) literature review, artifact analysis, report preparation
- i) obtaining copies of pertinent guidelines from Indiana SHPO

3.2. The Chicago District shall be responsible for:

- a) providing 7.5' topographic maps and large-scale topographic maps of project area, with

- project boundaries and work limits marked;
- b) providing name and phone of landowner point-of-contact;
- c) formal coordination with Indiana SHPO;
- d) right-of-entry to project area;
- e) providing advice regarding local history, informants, sources, or collectors.

3.3 The Contractor shall give landowners at least 48 hours' notice prior to entering project areas. The Contractor and Contractor's crew shall arrange to be accompanied by landowner's representative during fieldwork, if the landowner so desires. The Contractor shall repair any and all damages to landowner's property resulting from actions of the Contractor

IV WORK TO BE DONE BY CONTRACTOR

4.1. All work performed by the Contractor shall comply with guidelines used by the Indiana SHPO.

4.2. Inventory - The Contractor shall assemble a brief inventory of archaeological properties in the seven project areas (units), based on

- a) examination of published and unpublished sources;
- b) interviews with local collectors, historians, or landowners familiar with project area;
- c) examination of collections from project areas; and
- d) pedestrian survey and/or shovel testing.

4.3. The inventory shall include:

- a) narrative describing methods and sources used;
- b) list of known archaeological properties, including site number, name, location, type, and cultural affiliation;
- c) similar list of "new" sites found by the Contractor during fieldwork;
- d) 8.5" x 11" topographic map and detailed large-scale topographic map of project area, both maps showing known and "new" archaeological and historic properties;
- e) location of sources, collections, and informants;
- f) brief analysis of collections seen, with site maps and photos of diagnostic artifacts.

4.4. Pedestrian reconnaissance - If project areas have been plowed and tilled, with exposed ground washed by rain and visibility good, the Contractor's crew shall inspect the plowed ground by walking parallel transects at 10m intervals. The crew shall map archaeological or historic properties encountered, and make a surface collection. Material collected shall be bagged and labelled as to location, site, and date of recovery. The Contractor shall photograph and map any features which have potential for listing on the National Register. An estimated 410 acres (of the 505 "high potential" acres) are suitable for pedestrian reconnaissance.

4.5. Shovel testing - In areas not plowed, or in areas where visibility is poor, the Contractor shall shovel test. Holes shall be dug on a 10m grid, covering all ground not covered by pedestrian reconnaissance. When a "positive" shovel-test is encountered, the Contractor shall then dig test holes on a 5m interval in all cardinal directions, until at least two "negative" shovel-tests are encountered. Cultural material and stratigraphy shall be noted; screening is not necessary (sorting the excavated soil by hand will be sufficient). The Contractor shall attempt to determine whether shovel-tested areas contain archaeological properties, and note architectural remains. The contractor may plow the project area to improve visibility

(if necessary, practical, and legal, and if permission is obtained from the landowner). An estimated 95 acres (of the 505 “high potential” acres) appear likely to require shovel testing.

4.6 Areas to be surveyed – about 505 acres (undisturbed areas at or above elevation 670’) require archaeological survey, as follows:

UNIT 1.1 – most of this 350-acre unit is in corn, below 670’, with low potential for archaeological sites; about 5 acres of wind-eroded knolls at unit’s north boundary (above elevation 670’) require archaeological survey; about 5 acres of Zaborsky soils along the unit’s east border require archaeological survey; and about 15 acres of Tedrow soils in the northwest portion of the unit require survey (see maps attached to this scope).

UNIT 1.2 – about 80 acres of Tedrow and Zaborsky soils in this unit require survey (see maps attached to this scope).

UNIT 2.2 – about 125 acres of Tedrow, Zaborsky, and Oakville soils in this unit require survey (see maps attached to this scope).

UNIT 2.3 – most of the unit is sand knolls above 670’ (consisting of Morocco, Brems, and Oakville soils), with high potential for archaeological sites; about 35 acres of this unit require survey (see maps attached to this scope).

UNIT 2.4 – about 20 acres of Zaborsky soil in the southwest corner of this unit require survey (see maps attached to this scope).

UNIT 3.1 - most of this 600-acre unit is below 670’ (in soybeans), on former lakebed with low potential for archaeological sites; a prominent wooded knoll (about 10 acres of Oakville soils) on unit’s north boundary requires survey (this area may have been disturbed by borrowing); a low knoll (about 20 acres of Brems soils, at elevation 670’) near unit’s northwest corner also needs survey; and about 190 acres of Zaborsky and Tedrow soils also require survey (this soil type occurs throughout the unit; see maps attached to this scope). This unit also contains two known archaeological sites (11-N-218 and 11-N-219).

Unit 2.1 lies in the former bed of Beaver Lake, below elevation 670’, and contains none of the “high potential” soil types; it has little or no potential for archaeological sites, and does not require survey:

4.7. Mapping - The Contractor shall prepare an 8.5” x 11” map (using 7.5’ USGS map as a base) showing areas surveyed and boundaries and site numbers of each archaeological or historic property encountered. Contractor shall prepare large-scale (1” = 100’, with 1’ or 2’ contours, fold-out or enclosure in report) topographic maps for the project area, to show:

- a) areas plowed and/or walked
- b) areas shovel-tested
- c) areas filled or otherwise disturbed
- d) location and apparent boundaries of archaeological properties;
- e) location of existing landmarks (treelines, roads, ditches, etc.).

4.8. Assessment - Contractor shall determine

- a) whether Phase II work is needed, and where; and
- b) probable impact of proposed project on archaeological properties.

4.9. Analysis - Material collected during fieldwork shall be washed, labeled, and analyzed with regard to cultural affiliation, location, and stratigraphic location. The Contractor shall attempt to assign a temporal

and cultural affiliation to each property encountered; Contractor shall also complete IHPA-approved site forms for each property, and obtain a site number for each property.

4.10. Report preparation - The report shall not contain a synopsis of Indiana prehistory, history, or culture periods. If cultural material is found, the Contractor shall prepare a report which satisfies the Indiana SHPO; it shall include the following:

- a) brief review of literature and collections;
- b) inventory of known and "new" archaeological properties in project areas (units), as encountered by the Contractor during research, fieldwork, and interviews;
- c) 8.5" x 11" topographic maps and large-scale topographic maps, showing location and boundaries of properties listed in inventory, and areas plowed, walked, shovel-tested, disturbed, etc.;
- d) photos of diagnostic artifacts encountered in fieldwork or collections; photos of historic properties encountered;
- e) discussion of need for further investigation (Phase II work) at each project area;
- f) discussion of methods used in field and laboratory;
- g) site forms (SHPO-approved) and site numbers for each "new" property;

V GENERAL CONTRACT CONDITIONS

5.1. The Contractor shall provide the Chicago District archaeologist a written schedule for all tasks no later than one week after the notice to proceed. The schedule shall reflect submission of a draft report no later than 30 days after the notice to proceed, and submission of a revised/final report no later than 60 days after the notice to proceed. The Contractor shall notify the Chicago District archaeologist verbally when fieldwork begins and ends at each project area.

5.2. Work done under this scope shall be supervised by a professional archaeologist in cooperation with state and local historical and archaeological institutions. The Contractor shall adhere to the minimum professional staffing requirements of Title 36 of the Code of Federal Regulations; for the most part these guidelines are compatible with those of the SHPOs. The contractor shall identify the Principal Investigator; the Principal Investigator's name shall appear on the report as author; the Principal Investigator shall be responsible for the report's contents. The Chicago District assumes that the Principal Investigator is familiar with conditions at the project areas.

5.3. The Contractor shall not release any material or information collected under this scope before final acceptance of the final report by the government, without written approval of the Contracting Officer.

5.4. Schedule - Work under this scope shall begin within one week of the notice to proceed. If delays occur (particularly with regard to weather, plowing arrangements, or right-of-entry), the contractor shall inform the Chicago District archaeologist immediately.

5.5. The Contractor shall submit three copies of a draft report to the Chicago District archaeologist within 30 days of the notice to proceed (delays shall be brought to the attention of the Chicago District archaeologist immediately). The Chicago District archaeologist shall review the draft report and provide comments to the Contractor within 5 days of receipt of the draft report. The Contractor shall then submit three copies of a revised/final report (incorporating changes required by the reviewers) within 10 days of receipt of the reviewers' comments, but in no case later than 45 calendar days after the notice to proceed. The decision to accept or reject the revised/final report shall be made by the Chicago District archaeologist, in consultation with the Indiana SHPO.

5.6. Within 15 days of notification of acceptance of the revised/final report by the Chicago District, the Contractor shall submit ten copies of the revised/final report to the Chicago District archaeologist.

5.7. Curation - Material collected during fieldwork shall be delivered to the Glenn Black Laboratory of Archaeology (at Indiana University in Bloomington, IN) for curation no later than 60 days after acceptance of the final report by the government. The Contractor shall be responsible for processing and cataloging the material in a manner acceptable to the SHPO and the curating facility. The contractor shall pay any and all curation fees, and is advised to make allowance for the cost (per cubic-foot box) of curation. After completion of the final report, the materials may be used by the curating institution if not required by the Chicago District for further analysis or interpretive display.

5.8. Payment - Payment in full shall be made on acceptance of the final report. An invoice from the contractor (which should include proof that the material has been delivered to the curating institution) is required before payment can be made.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.237-3	Continuity Of Services	JAN 1991
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.243-7001	Pricing Of Contract Modifications	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (OCT 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (Oct 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (APR 2003).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)
- (ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).
- (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)
- (v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).
- (vi) 52.222-41, Service Contract Act, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)
- (vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).
- (viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**
- (A) Is set aside for small business concerns; or
- (B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)
- (ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)
- (x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)
- (xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).)

(2) Listed below are additional clauses that may apply:

- (i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).
- (ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/VFFARA.HTM>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix

may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541720

(2) The small business size standard is \$6,000,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price Service contract resulting from this solicitation.

(End of clause)

Section M - Evaluation Factors for Award

EVALUATION FACTORS FOR AWARD

SECTION M
EVALUATION FACTORS FOR AWARD

M.6 a. The Government reserves the right to award the contract based on evaluation of information furnished in response to the subject request for proposals.

b. The offeror's submittals will be evaluated in accordance with criteria contained in the the "Technical Evaluation Sheet for Service Contract for Phase I Archaeological Survey: Efrogmson Ecosystem Restoration Project, Near Enos, Newton County, Indiana'", dated 9 September 2003.

M.7 TECHNICAL EXPERTISE AND PERSONNEL

a. **TECHNICAL EXPERTISE** - The Offeror's proposal will be examined for evidence of technical expertise in various types of archaeological/historical investigations described in Section C.

b. **PERSONNEL** - The proposal must demonstrate that the Offeror has professional staff with technical ability equivalent to requirements for certification by the Society of Professional Archaeologists (SOPA), and by professional organizations of other professional staff (historians in particular). The proposal must also demonstrate that the Offeror has adequate staff size for accomplishing the work required by this contract and subsequent delivery orders.

c. **PRINCIPAL INVESTIGATOR** - The Principal Investigator (PI) is required to spend at least 10 percent of field time directly involved in fieldwork on the project at hand. The PI will be responsible for the validity of reports prepared under this contract. In the event of a court challenge involving a report prepared under this contract, the PI will testify on behalf of the Government in support of the report's findings. The Principal Investigator should have recognized expertise in the archaeology of the Chicago area (northeastern Illinois and northwestern Indiana), and must have a Ph.D. or equivalent level of professional experience, as demonstrated by publications and by experience in managing archaeological surveys, archaeological testing, archaeological data recovery, and historic research projects pertinent to the Chicago area.

d. **ASSISTANT PRINCIPAL INVESTIGATOR** - the assistant principal investigator (Assistant PI, or project director) is responsible for supervision and coordination of field and laboratory investigations, and may also be responsible for report preparation, under the direction of the Principal Investigator. The assistant PI/project director must meet minimum qualifications which include:

- 1) a graduate degree in anthropology
- 2) demonstrated ability to carry research to completion, usually demonstrated by timely completion of thesis, research reports, or similar documents
- 3) at least 16 months of professional experience and/or specialized training in archaeological field/lab/library research, administration, or management, including at least 4 months' experience in archaeological field research and at least one year of experience and/or specialized training in the work proposed in Offeror's submittal.

e. **CONSULTANTS OR SUBCONTRACTORS** - Personnel hired or subcontracted for their special knowledge and expertise (in floral/faunal analysis, ceramic/lithic analysis, physical anthropology,

geomorphology, architecture, industrial archaeology, historic archaeology, local history, etc.) must carry academic and professional qualifications in their own field. Such qualifications are to be documented by vitae attached to the Offeror's proposal. Archaeologists hired under this category will include specialists in lithic, ceramic historic artifact analysis; minimum qualifications for this position are a B.A or B.S. degree followed by 2 years of graduate study (with concentration in anthropology and specialization in archaeology during one of these programs), and at least 2 summer field schools (or their equivalent) under the supervision of recognized archaeologists; Master's degree (or its equivalent in research and publication) is highly recommended, as is a Ph.D degree; individuals without such formal qualifications may present evidence of a publication record, and references from archaeologists who do meet these qualifications.

f. EXCAVATOR/SURVEYOR/LAB (ARCHAEOLOGICAL TECHNICIAN) - The archaeological technician must have a B.A. or B.S. degree in anthropology, and/or 12 months' combined field and lab experience. Experience should include excavation techniques, field recording, mapping, artifact processing and cataloging.

M.8 EXPERIENCE

a. GEOGRAPHICAL AREA - The proposal must demonstrate that the Offeror and its professional staff have had prior job experience in each of the task areas described in the scope of work (Section C). In view of the unique ecological characteristics and culture history of upper Great Lakes region (and in view of the geographic boundaries of the Chicago District, Corps of Engineers), this experience must be primarily in northeastern Illinois, northwestern Indiana, or southeastern Wisconsin. The Offeror must demonstrate access to the following capabilities:

- 1) Field and laboratory equipment adequate to conduct operations defined in scope of work (Section C).
- 2) Storage and retrieval facilities, for temporary curation of all artifacts, specimens, and records generated by investigations conducted under this contract. (Permanent curation arrangements for Chicago District archaeological collections are in place with two SHPO-approved institutions in Indiana and Illinois.

M.9 LOCATION

a. Offeror must establish ability to meet time requirements of the contract with respect to meetings, communications, and fieldwork.

M.10 BASIS OF AWARD

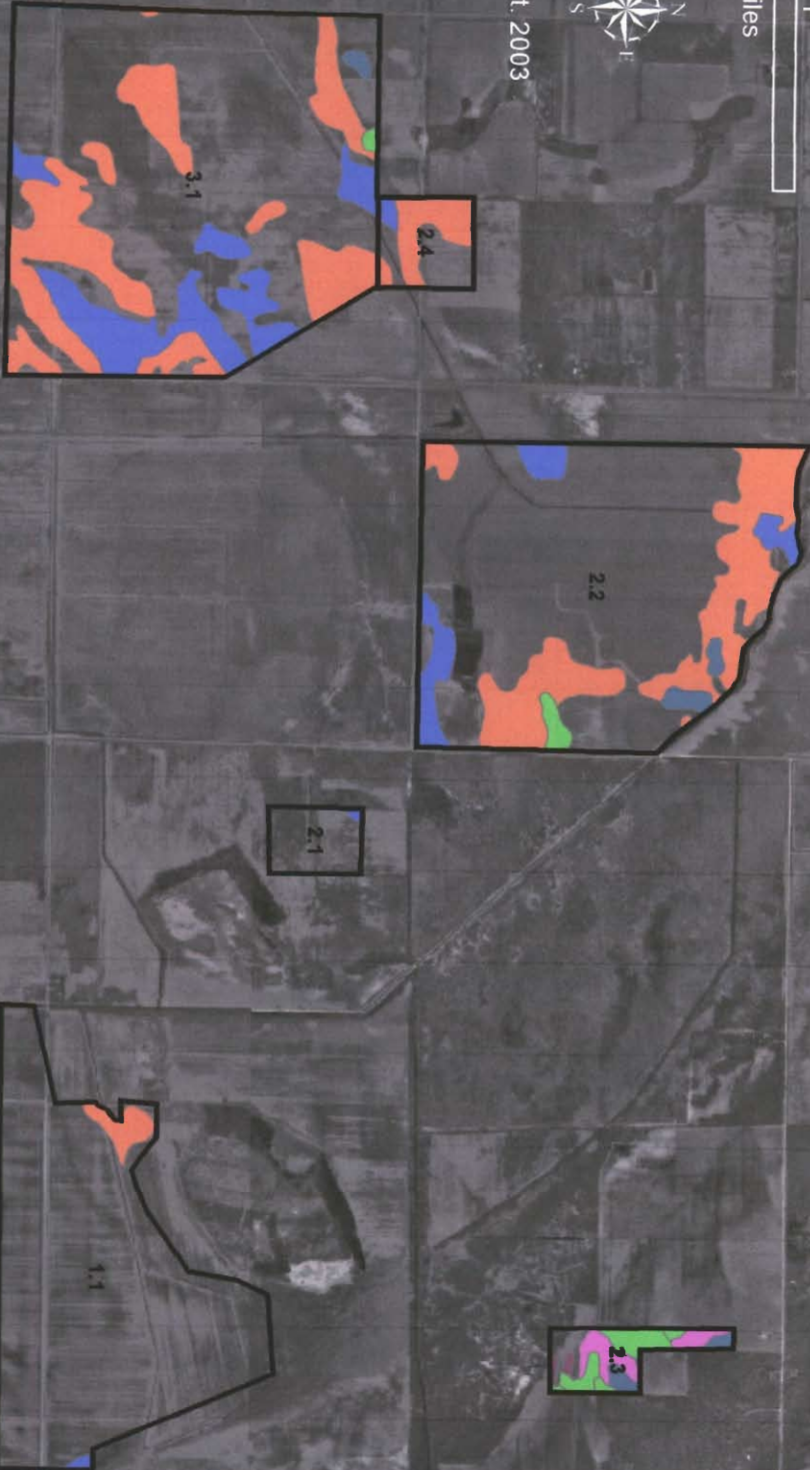
a. The contract will be awarded on a "lowest price, technically acceptable" basis, according to the importance of the four factors (technical expertise/personnel; experience; location; and contractor status) listed in the "Technical Evaluation Sheet for Service Contract for Phase I Archaeological Survey: Efroymsen Ecosystem Restoration Project, Near Enos, Newton County, Indiana", dated 1 December 2003. The price-structure quoted by each offeror will be evaluated to determine whether it is fair and reasonable. If the price-structure quoted by the "tentatively selected Contractor" differs widely from that of other offerors, the Contracting Officer and Chicago District archaeologist will determine whether the price-structure is fair and reasonable. Offerors are requested to supply documentation (any which they feel is appropriate) supporting their price-structure.

Efroymsen

Miles



20 Oct. 2003



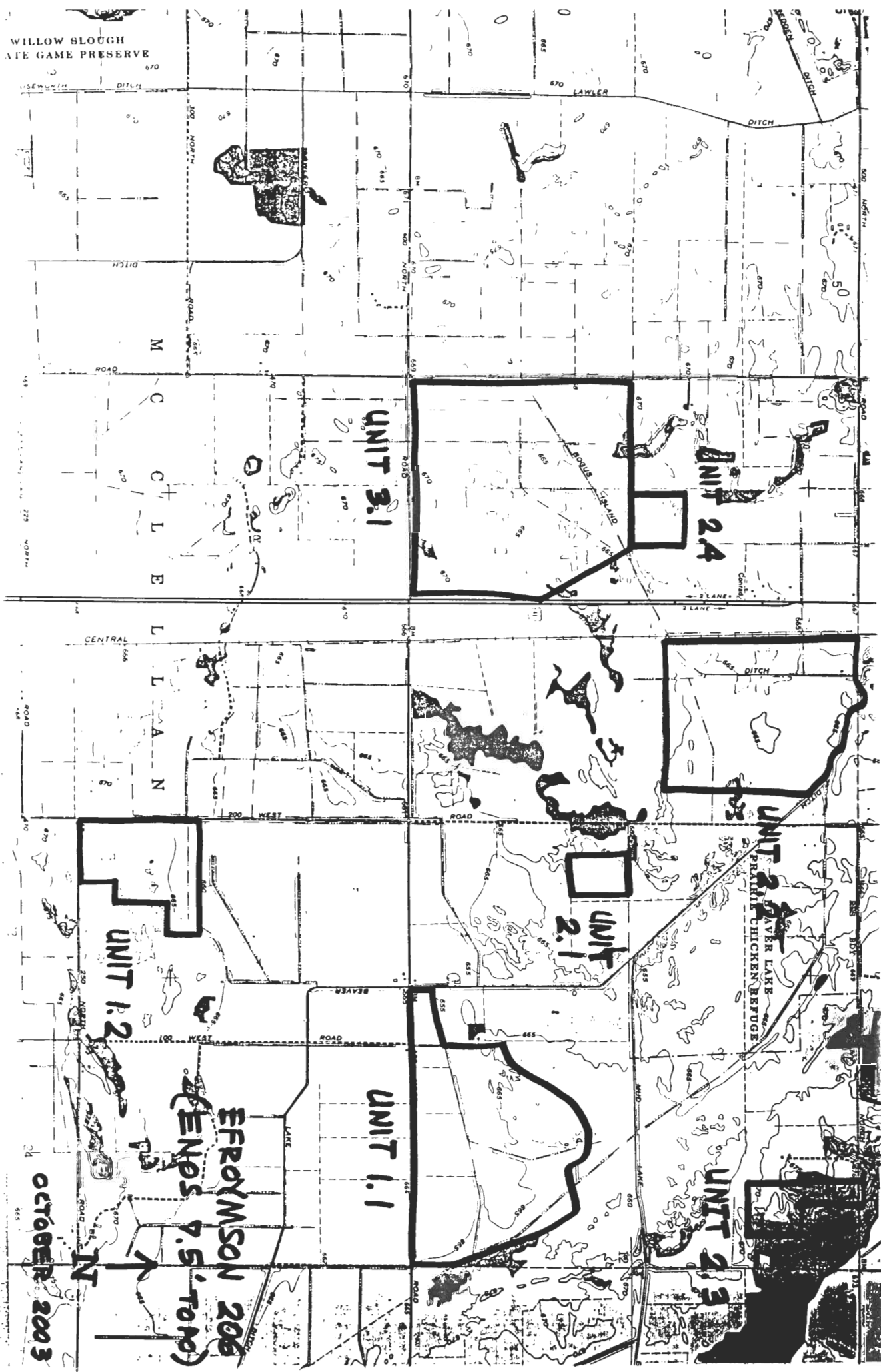
SOIL_NAME	Sum Acres
Brems Loamy Sand	14,4400
Morocco Loamy Sand	11,2600
Oakville Fine Sand	20,1400
Tedrow Loamy Fine Sand	328,7100
Watseka Loamy Sand	1,8300
Zaborsky Fine Sand	126,2300

Legend

SOIL_NAME

- Brems Loamy Sand
- Morocco Loamy Sand
- Oakville Fine Sand
- Tedrow Loamy Fine Sand
- Watseka Loamy Sand
- Zaborsky Fine Sand

WILLOW SLOUGH
WATER GAME PRESERVE



OCTOBER 2003

WAGE DETERMINATION NO: 94-2191 REV (19) AREA: IN,GARY

WAGE DETERMINATION NO: 94-2191 REV (19) AREA: IN,GARY

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL

WASHINGTON D.C. 20210

William W.Gross
DirectorDivision of
Wage DeterminationsWage Determination No.: 1994-2191
Revision No.: 19
Date Of Last Revision: 09/02/2003

State: Indiana

Area: Indiana Counties of Benton, Jasper, La Porte, Lake, Newton, Porter, Pulaski,
Starke

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	10.67
01012 - Accounting Clerk II	12.94
01013 - Accounting Clerk III	14.22
01014 - Accounting Clerk IV	16.09
01030 - Court Reporter	15.70
01050 - Dispatcher, Motor Vehicle	15.38
01060 - Document Preparation Clerk	12.18
01070 - Messenger (Courier)	8.69
01090 - Duplicating Machine Operator	12.18
01110 - Film/Tape Librarian	13.35
01115 - General Clerk I	9.59
01116 - General Clerk II	10.79
01117 - General Clerk III	11.88
01118 - General Clerk IV	14.64
01120 - Housing Referral Assistant	16.84
01131 - Key Entry Operator I	9.94
01132 - Key Entry Operator II	13.86
01191 - Order Clerk I	10.71
01192 - Order Clerk II	13.15
01261 - Personnel Assistant (Employment) I	10.19
01262 - Personnel Assistant (Employment) II	11.45
01263 - Personnel Assistant (Employment) III	12.54
01264 - Personnel Assistant (Employment) IV	13.51
01270 - Production Control Clerk	16.84
01290 - Rental Clerk	13.40
01300 - Scheduler, Maintenance	13.40
01311 - Secretary I	13.40
01312 - Secretary II	15.54
01313 - Secretary III	17.31
01314 - Secretary IV	20.59
01315 - Secretary V	23.91
01320 - Service Order Dispatcher	13.40
01341 - Stenographer I	11.46
01342 - Stenographer II	12.89
01400 - Supply Technician	20.59
01420 - Survey Worker (Interviewer)	12.90
01460 - Switchboard Operator-Receptionist	11.29

01510 - Test Examiner	16.32
01520 - Test Proctor	16.32
01531 - Travel Clerk I	10.66
01532 - Travel Clerk II	11.52
01533 - Travel Clerk III	12.46
01611 - Word Processor I	11.92
01612 - Word Processor II	13.40
01613 - Word Processor III	16.32
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	13.27
03041 - Computer Operator I	12.95
03042 - Computer Operator II	14.48
03043 - Computer Operator III	16.13
03044 - Computer Operator IV	19.07
03045 - Computer Operator V	19.86
03071 - Computer Programmer I (1)	17.57
03072 - Computer Programmer II (1)	21.68
03073 - Computer Programmer III (1)	26.36
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.95
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	19.93
05010 - Automotive Glass Installer	19.86
05040 - Automotive Worker	19.86
05070 - Electrician, Automotive	20.96
05100 - Mobile Equipment Servicer	18.11
05130 - Motor Equipment Metal Mechanic	21.83
05160 - Motor Equipment Metal Worker	19.86
05190 - Motor Vehicle Mechanic	21.39
05220 - Motor Vehicle Mechanic Helper	17.03
05250 - Motor Vehicle Upholstery Worker	19.00
05280 - Motor Vehicle Wrecker	19.86
05310 - Painter, Automotive	20.96
05340 - Radiator Repair Specialist	19.86
05370 - Tire Repairer	15.22
05400 - Transmission Repair Specialist	21.83
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.23
07010 - Baker	13.09
07041 - Cook I	11.93
07042 - Cook II	13.09
07070 - Dishwasher	9.23
07130 - Meat Cutter	13.41
07250 - Waiter/Waitress	9.93
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.23
09040 - Furniture Handler	13.87
09070 - Furniture Refinisher	18.23
09100 - Furniture Refinisher Helper	14.81
09110 - Furniture Repairer, Minor	16.52
09130 - Upholsterer	18.23
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.15
11060 - Elevator Operator	10.39
11090 - Gardener	11.93
11121 - House Keeping Aid I	8.78
11122 - House Keeping Aid II	9.44

11150 - Janitor	10.82
11210 - Laborer, Grounds Maintenance	10.92
11240 - Maid or Houseman	8.53
11270 - Pest Controller	13.77
11300 - Refuse Collector	11.58
11330 - Tractor Operator	12.45
11360 - Window Cleaner	11.64
12000 - Health Occupations	
12020 - Dental Assistant	11.08
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.80
12071 - Licensed Practical Nurse I	12.79
12072 - Licensed Practical Nurse II	14.36
12073 - Licensed Practical Nurse III	16.07
12100 - Medical Assistant	11.72
12130 - Medical Laboratory Technician	12.35
12160 - Medical Record Clerk	12.79
12190 - Medical Record Technician	14.36
12221 - Nursing Assistant I	8.63
12222 - Nursing Assistant II	9.70
12223 - Nursing Assistant III	10.14
12224 - Nursing Assistant IV	11.76
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.76
12311 - Registered Nurse I	19.82
12312 - Registered Nurse II	24.16
12313 - Registered Nurse II, Specialist	24.16
12314 - Registered Nurse III	29.24
12315 - Registered Nurse III, Anesthetist	29.24
12316 - Registered Nurse IV	35.01
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	21.21
13011 - Exhibits Specialist I	17.80
13012 - Exhibits Specialist II	21.49
13013 - Exhibits Specialist III	26.49
13041 - Illustrator I	17.80
13042 - Illustrator II	21.49
13043 - Illustrator III	26.49
13047 - Librarian	20.93
13050 - Library Technician	14.89
13071 - Photographer I	15.16
13072 - Photographer II	17.80
13073 - Photographer III	21.15
13074 - Photographer IV	25.88
13075 - Photographer V	31.31
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.54
15030 - Counter Attendant	7.54
15040 - Dry Cleaner	9.83
15070 - Finisher, Flatwork, Machine	7.54
15090 - Presser, Hand	7.54
15100 - Presser, Machine, Drycleaning	7.54
15130 - Presser, Machine, Shirts	7.54
15160 - Presser, Machine, Wearing Apparel, Laundry	7.54
15190 - Sewing Machine Operator	10.57
15220 - Tailor	11.32
15250 - Washer, Machine	8.34
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.34
19040 - Tool and Die Maker	25.93
21000 - Material Handling and Packing Occupations	

21010 - Fuel Distribution System Operator	17.45
21020 - Material Coordinator	19.47
21030 - Material Expediter	19.47
21040 - Material Handling Laborer	14.19
21050 - Order Filler	13.39
21071 - Forklift Operator	15.35
21080 - Production Line Worker (Food Processing)	14.19
21100 - Shipping/Receiving Clerk	16.19
21130 - Shipping Packer	16.19
21140 - Store Worker I	10.97
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.29
21210 - Tools and Parts Attendant	14.76
21400 - Warehouse Specialist	14.19
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	18.98
23040 - Aircraft Mechanic Helper	14.62
23050 - Aircraft Quality Control Inspector	20.06
23060 - Aircraft Servicer	16.52
23070 - Aircraft Worker	17.27
23100 - Appliance Mechanic	18.77
23120 - Bicycle Repairer	15.75
23125 - Cable Splicer	24.01
23130 - Carpenter, Maintenance	20.65
23140 - Carpet Layer	19.38
23160 - Electrician, Maintenance	23.87
23181 - Electronics Technician, Maintenance I	19.57
23182 - Electronics Technician, Maintenance II	20.59
23183 - Electronics Technician, Maintenance III	24.60
23260 - Fabric Worker	16.94
23290 - Fire Alarm System Mechanic	19.11
23310 - Fire Extinguisher Repairer	16.02
23340 - Fuel Distribution System Mechanic	21.02
23370 - General Maintenance Worker	17.27
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.30
23430 - Heavy Equipment Mechanic	21.41
23440 - Heavy Equipment Operator	23.53
23460 - Instrument Mechanic	20.07
23470 - Laborer	13.12
23500 - Locksmith	18.77
23530 - Machinery Maintenance Mechanic	19.65
23550 - Machinist, Maintenance	23.91
23580 - Maintenance Trades Helper	14.81
23640 - Millwright	19.98
23700 - Office Appliance Repairer	18.77
23740 - Painter, Aircraft	18.23
23760 - Painter, Maintenance	18.29
23790 - Pipefitter, Maintenance	24.01
23800 - Plumber, Maintenance	23.00
23820 - Pneudraulic Systems Mechanic	19.65
23850 - Rigger	19.65
23870 - Scale Mechanic	17.85
23890 - Sheet-Metal Worker, Maintenance	22.62
23910 - Small Engine Mechanic	17.27
23930 - Telecommunication Mechanic I	22.37
23931 - Telecommunication Mechanic II	23.26
23950 - Telephone Lineman	22.37
23960 - Welder, Combination, Maintenance	18.98
23965 - Well Driller	18.98
23970 - Woodcraft Worker	19.65
23980 - Woodworker	15.94

24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.41
24580 - Child Care Center Clerk	11.37
24600 - Chore Aid	9.23
24630 - Homemaker	12.17
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.09
25040 - Sewage Plant Operator	18.23
25070 - Stationary Engineer	21.83
25190 - Ventilation Equipment Tender	16.38
25210 - Water Treatment Plant Operator	18.60
27000 - Protective Service Occupations	
(not set) - Police Officer	24.12
27004 - Alarm Monitor	12.21
27006 - Corrections Officer	23.33
27010 - Court Security Officer	23.33
27040 - Detention Officer	23.33
27070 - Firefighter	21.99
27101 - Guard I	11.36
27102 - Guard II	14.04
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	17.95
28020 - Hatch Tender	17.95
28030 - Line Handler	17.95
28040 - Stevedore I	16.87
28050 - Stevedore II	18.87
29000 - Technical Occupations	
21150 - Graphic Artist	20.83
29010 - Air Traffic Control Specialist, Center (2)	31.10
29011 - Air Traffic Control Specialist, Station (2)	21.45
29012 - Air Traffic Control Specialist, Terminal (2)	23.61
29023 - Archeological Technician I	15.72
29024 - Archeological Technician II	18.13
29025 - Archeological Technician III	22.29
29030 - Cartographic Technician	22.49
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.20
29040 - Civil Engineering Technician	19.23
29061 - Drafter I	14.01
29062 - Drafter II	15.72
29063 - Drafter III	18.46
29064 - Drafter IV	22.29
29081 - Engineering Technician I	15.20
29082 - Engineering Technician II	17.06
29083 - Engineering Technician III	20.03
29084 - Engineering Technician IV	23.79
29085 - Engineering Technician V	28.92
29086 - Engineering Technician VI	34.97
29090 - Environmental Technician	21.15
29100 - Flight Simulator/Instructor (Pilot)	27.62
29160 - Instructor	20.83
29210 - Laboratory Technician	16.52
29240 - Mathematical Technician	23.27
29361 - Paralegal/Legal Assistant I	15.68
29362 - Paralegal/Legal Assistant II	19.29
29363 - Paralegal/Legal Assistant III	23.60
29364 - Paralegal/Legal Assistant IV	28.53
29390 - Photooptics Technician	22.29
29480 - Technical Writer	27.42
29491 - Unexploded Ordnance (UXO) Technician I	19.77
29492 - Unexploded Ordnance (UXO) Technician II	23.92

29493 - Unexploded Ordnance (UXO) Technician III	28.67
29494 - Unexploded (UXO) Safety Escort	19.77
29495 - Unexploded (UXO) Sweep Personnel	19.77
29620 - Weather Observer, Senior (3)	18.04
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	15.26
29622 - Weather Observer, Upper Air (3)	15.26
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.05
31260 - Parking and Lot Attendant	9.58
31290 - Shuttle Bus Driver	14.22
31300 - Taxi Driver	11.78
31361 - Truckdriver, Light Truck	14.22
31362 - Truckdriver, Medium Truck	15.00
31363 - Truckdriver, Heavy Truck	18.51
31364 - Truckdriver, Tractor-Trailer	18.51
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.63
99030 - Cashier	9.02
99041 - Carnival Equipment Operator	11.32
99042 - Carnival Equipment Repairer	11.93
99043 - Carnival Worker	9.23
99050 - Desk Clerk	9.10
99095 - Embalmer	20.05
99300 - Lifeguard	10.39
99310 - Mortician	20.05
99350 - Park Attendant (Aide)	12.66
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.17
99500 - Recreation Specialist	12.77
99510 - Recycling Worker	14.98
99610 - Sales Clerk	9.71
99620 - School Crossing Guard (Crosswalk Attendant)	9.23
99630 - Sport Official	10.39
99658 - Survey Party Chief (Chief of Party)	16.03
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.57
99660 - Surveying Aide	13.07
99690 - Swimming Pool Operator	14.44
99720 - Vending Machine Attendant	11.94
99730 - Vending Machine Repairer	13.81
99740 - Vending Machine Repairer Helper	11.94

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

31 WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.
